

LD/24832.

DATED

8th August

2014

(1) UNICITY X KINGS CROSS S.A.R.L

-and-

**(2) PROFESSOR NEIL MCFARLANE AND DENNIS WRIGHT
AND PAUL RUSSELL**

-and-

(3) HSBC BANK PLC

-and-

(4) UNICITY EPFF III MEZZANINE S.A.R.L

-and-

**(5) THE MAYOR AND THE BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

FIRST DEED OF VARIATION

Relating to the Agreement dated 11 September 2012
Between the Mayor and the Burgesses of the
London Borough of Camden,
Professor Neil MacFarlane and Dennis Wright and Paul Russell
and Unity Trust Bank PLC
under section 106 of the Town and
Country Planning Act 1990 (as amended)
Relating to development at premises known as
15 TO 27 (ODD) BRITANNIA STREET LONDON WC1X 9JP

Andrew Maughan
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 5680
Fax: 020 7974 1920

THIS DEED is made on the

8th

day of

August

2014

BETWEEN

1. **UNICITY X KINGS CROSS S.A.R.L** (Company incorporated in Luxembourg) whose address for service in the United Kingdom is care of Knightsbridge Student Housing Limited 100 Gray's Inn Road, London WC1X8AL (hereinafter called "the Owner") of the first part
2. **PROFESSOR NEIL MCFARLANE, DENNIS WRIGHT AND PAUL RUSSELL** of University and College Union, Carlow Street London NW1 7LH as the trustees of the University and College Union (hereinafter called the "the first Mortgagee") of the second part
3. **HSBC BANK PLC** of 4 Hardman Square Manchester M3 3EB (hereinafter called "the second Mortgagee") of the third part
4. **UNICITY EPFF III MEZZANINE S.A.R.L** (incorporated in Luxembourg) of 100 Gray's Inn Road, 4th floor, London WC1X 8AL (hereinafter called "the third Mortgagee") of the fourth part
5. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

WHEREAS:

- 1.1 The Council, Professor Neil MacFarlane and Dennis Wright and Paul Russell and Unity Trust Bank PLC entered into an Agreement dated 11 September 2012 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended)
- 1.2 The Owner is registered at the Land Registry as the freehold proprietor with Title Absolute under title number NGL57812 subject to a charge to the first Mortgagee, a charge to the second Mortgagee and a charge to the third Mortgagee and is interested in the Property for the purposes of Section 106(9) of the Act.

1.3 The Council is the local planning authority for the purposes of the Act and considers it expedient in the interests of the proper planning of its area that the Development of the Property should be restricted or regulated in accordance with this Deed.

1.4 This Agreement for ~~of~~ Variation is made by Deed and by virtue of the Town and Country Planning Act 1990 Section 106A (as amended) and is a planning obligation for the purposes of that section.

1.5 On the 02 May 2014 the Council resolved to amend the Existing Agreement.

1.6 This Agreement is made by virtue of the Town and Country Planning Act 1990 Section 106 (as amended) and is a planning obligation for the purposes of that section.

1.7 Without prejudice to the terms of the other covenants contained in the Existing Agreement the parties hereto have agreed to vary the terms of the Existing Agreement as hereinafter provided.

2. **INTERPRETATION**

2.1 All words and phrases defined in the Existing Agreement shall have the same meaning in this Deed save where the context otherwise dictates and for the avoidance of any doubt the Existing Agreement shall remain in full force and effect save as varied by this Deed.

2.2 All reference in this Deed to clauses in the Existing Agreement are to clauses within the Existing Agreement.

2.3 Where in this Deed reference is made to a clause schedule or recital such reference (unless the context otherwise requires) is a reference to a clause schedule or recital of this Agreement.

2.4 Headings are for ease of reference only and are not intended to be construed as part of this Deed and shall not be construed as part of this Agreement and shall not effect the construction of this Deed.

2.5 Unless the context otherwise requires references to the singular shall include the plural and vice versa.

2.6 References in this Deed to the Owner, the first Mortgagee, the second Mortgagee and third Mortgagee shall include their respective successors in title.

2.7 In this Deed the following expression shall unless the context otherwise states have the following meaning now allocated to it.

2.7.1 "Deed" this First Deed of Variation made pursuant to Section 106A of the Act

2.7.2 "Existing Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 11 September 2012 made between the Council and Professor Neil MacFarlane, Dennis Wright and Paul Russell and Unity Trust Bank PLC in relation to the Planning Permission reference 2012/3082/P granted on 11 September 2012 for the redevelopment of site (involving the retention of facades facing Britannia St and Wicklow St, retention of eastern blocks adjoining railway line, demolition of remainder of site, alterations and extensions, and change of use from offices (Class B1)) and erection of a mixture of 5 - 6 storey high blocks to provide Sui Generis student accommodation (226 bedrooms) with associated performance space / gallery, communal areas and an external courtyard and 2 roof terraces; two Class C3 studio flats facing Wicklow Street; and one Class B1 office unit in basement.

3. VARIATION TO THE EXISTING AGREEMENT

3.1 Clause 2.4 of the Existing Agreement shall be deleted in its entirety and replaced with the following definition

2.4 "Approved University"

in each academic year shall mean any higher education institution funded by the Higher Education Funding Council for England (or its successor body) such institution to be located wholly or partially in the London Borough of Camden or its adjoining boroughs

4. ACKNOWLEDGEMENTS

4.1 In all other respects the Existing Agreement (as varied by this Deed) shall continue in full force and effect.

5 PAYMENT OF THE COUNCIL'S LEGAL COSTS

5.1 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.

6. REGISTRATION AS LOCAL LAND CHARGE

6.1 This Deed shall be registered as a Local Land Charge

6.2 "The Owner hereby covenants with the Council that it will within 28 days of the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement on the Charges Register of the title to the Property".

7 MORTGAGEE EXEMPTION

7.1 The first Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.2 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

7.2 The second Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.2 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

7.3 The third Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.2 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

8 THIRD PARTY

8.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner and the first, second and third Mortgagee have executed this instrument as their Deed the day and year first before written

EXECUTED as a Deed on behalf of)

UNICITY X KINGS CROSS S.A.R.L)

a company incorporated in)

Luxembourg by)

Szymon Dec)

and)

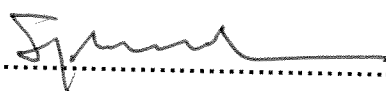
Figen Eren)

being persons who in accordance)


with the laws of that territory are)

acting under the authority of)

the company)


.....
Szymon Dec
Director

Authorised Signatory


.....
Figen EREN
Director

Authorised Signatory

CONTINUATION OF DEED OF VARIATION IN RELATION TO 15 TO 27 (ODD)
BRITANNIA STREET LONDON WC1X 9JP

EXECUTED AS A DEED BY)
PROFESSOR NEIL MCFARLANE)
as Trustee of University and College Union)
in the presence of:)

.....
Witness Signature

Witness Name:

Address:

Occupation:

EXECUTED AS A DEED BY)
DENNIS WRIGHT)
as Trustee of University and College Union)
in the presence of:)

.....
Witness Signature

Witness Name:

Address:

Occupation:

EXECUTED AS A DEED BY)
PAUL RUSSELL)
as Trustee of University and College Union)
in the presence of:)

.....
Witness Signature

Witness Name:

Address:

Occupation:

**CONTINUATION OF DEED OF VARIATION IN RELATION TO 15 TO 27 (ODD)
BRITANNIA STREET LONDON WC1X 9JP**

EXECUTED AS A DEED by the)
Attorney Authorised on behalf of)
HSBC BANK PLC)

.....
Duly Authorised Signatory

**EXECUTED as a Deed on behalf of)
UNICITY EPFF III MEZZANINE S.A.R.L)**

a company incorporated in)
Luxembourg by)

Szymon Dec)
and)
Figen Eren)

being persons who in accordance)
with the laws of that territory are)
acting under the authority of)
the company)

Szymon Dec)
.....
Szymon Dec
Director

Authorised Signatory

Figen Eren)
.....
Figen EREN
Director.....

Authorised Signatory

**THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN**)
was hereunto affixed by Order:-)

R. Alexander)
.....
Duly Authorised Officer



CONTINUATION OF DEED OF VARIATION IN RELATION TO 15 TO 27 (ODD)
BRITANNIA STREET LONDON WC1X 9JP

EXECUTED AS A DEED BY
PROFESSOR NEIL MCFARLANE
as Trustee of University and College Union)
in the presence of:)

Neil McFarlane

~~Witness Signature~~ *Neil*

Witness Name:

Dilys H. Carby

Address:

31, CHURCH LANE, BALDERTON, NOTTS, NG24 3NW

Occupation:

RETIRED

EXECUTED AS A DEED BY)
DENNIS WRIGHT)
as Trustee of University and College Union)
in the presence of:)

.....
Witness Signature

Witness Name:

Address:

Occupation:

EXECUTED AS A DEED BY)
PAUL RUSSELL)
as Trustee of University and College Union)
in the presence of:)

.....
Witness Signature

Witness Name:

Address:

Occupation:

CONTINUATION OF DEED OF VARIATION IN RELATION TO 15 TO 27 (ODD)
BRITANNIA STREET LONDON WC1X 9JP

EXECUTED AS A DEED BY)
PROFESSOR NEIL MCFARLANE)
as Trustee of University and College Union)
in the presence of:)

.....
Witness Signature

Witness Name:

Address:

Occupation:

EXECUTED AS A DEED BY)
DENNIS WRIGHT)
as Trustee of University and College Union)
in the presence of:)

D. Wright

A. Sizer
.....
Witness Signature

Witness Name:

Address:

Occupation:

DR ANDREW R J. SIER

*6 HOLLINS LANE, ARNSIDE -
CUMBRIA, LA5 0EE*

SCIENCE COMMUNICATOR

EXECUTED AS A DEED BY)
PAUL RUSSELL)
as Trustee of University and College Union)
in the presence of:)

.....
Witness Signature

Witness Name:

Address:

Occupation:

CONTINUATION OF DEED OF VARIATION IN RELATION TO 15 TO 27 (ODD)
BRITANNIA STREET LONDON WC1X 9JP

EXECUTED AS A DEED BY)
PROFESSOR NEIL MCFARLANE)
as Trustee of University and College Union)
in the presence of:)

.....
Witness Signature

Witness Name:

Address:

Occupation:

EXECUTED AS A DEED BY)
DENNIS WRIGHT)
as Trustee of University and College Union)
in the presence of:)

.....
Witness Signature

Witness Name:

Address:

Occupation:

EXECUTED AS A DEED BY)
PAUL RUSSELL)
as Trustee of University and College Union)
in the presence of:)



Tina Downes
.....
Witness Signature

Witness Name: TINA DOWNES

Address: 54, KIRKGATE, SHIPLEY, W. YORKS. BD18 3EL

Occupation: RETIRED LECTURER-

CONTINUATION OF DEED OF VARIATION IN RELATION TO 15 TO 27 (ODD)
BRITANNIA STREET LONDON WC1X 9JP

EXECUTED AS A DEED by the
Attorney Authorised on behalf of
HSBC BANK PLC

MAGNAN SOUW TICHE
.....
Duly Authorised Signatory

)
)
)
[Handwritten Signature]

EXECUTED as a Deed on behalf of)
UNICITY EPFF III MEZZANINE S.A.R.L)

a company incorporated in)
Luxembourg by)

)
and) Authorised Signatory
)

)
being persons who in accordance)
with the laws of that territory are) Authorised Signatory
acting under the authority of)
the company)

THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN)
was hereunto affixed by Order:-)

[Handwritten Signature]
.....
Duly Authorised Officer



**CONTINUATION OF DEED OF VARIATION IN RELATION TO 15 TO 27 (ODD)
BRITANNIA STREET LONDON WC1X 9JP**

EXECUTED AS A DEED by the)
Attorney Authorised on behalf of)
HSBC BANK PLC)

.....
Duly Authorised Signatory

EXECUTED as a Deed on behalf of)
UNICITY EPFF III MEZZANINE S.A.R.L)

a company incorporated in)
Luxembourg by)

and)
)
)

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Authorised Signatory

being persons who in accordance)
with the laws of that territory are)
acting under the authority of)
the company)

.....

Authorised Signatory

THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN)
was hereunto affixed by Order:-)



R. Alexander

.....
Duly Authorised Officer